

Webster City Iowa State Policemen's Assn. #32
7/1/2005 6/30/2008

LABOR AGREEMENT

BETWEEN

THE CITY OF WEBSTER CITY, IOWA

AND THE

**IOWA STATE POLICEMEN'S
ASSOCIATION, LOCAL NUMBER 32**

JULY 1, 2005 through JUNE 30, 2008

INDEX

	<u>Page</u>
Index	1
Preamble	2
Article I--Recognition	2
Article II--Union-Management Relations	2
Article III--Management Rights	2
Article IV-- Union Representation	2
Article V--Work Rules	3
Article VI--Regularly Scheduled Hours of Work	3
Article VII--Overtime	4
Article VIII--Disciplinary Action and Demotion	5
Article IX--Grievance Procedure	5
Article X--Evaluation Procedure	6
Article XI--Holidays	7
Article XII--Leaves	7
Article XIII--Vacation	8
Article XIV--Sick leave	10
Article XV--Safety	11
Article XVI--Training	11
Article XVII--Payroll Deductions	11
Article XVIII--Dues Check-off	12
Article XIX--Seniority	12
Article XX--Use of Bulletin Boards	12
Article XXI--Transfer Privileges	12
Article XXII--Uniform and Clothing Provision	13
Article XXIII--Reduction in Force	14
Article XXIV--Wages	14
Article XXV--Savings Clause	15
Article XXVI--Duration of Agreement	15
Article XXVII--Appendices	15
Article XXVIII--Longevity Pay	15
Article XXIX--Insurance	16
Appendix A	17
Appendix B	18
Appendix C	20

PREAMBLE

This Agreement entered into by the City of Webster City, Iowa hereinafter referred to as the "City" and the Iowa State Policemen's Association Local Number 32, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious and cooperative relations between the City and the Union.

ARTICLE I

Recognition

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification of said Iowa State Policemen's Association, Local Number 32, the City does hereby recognize the Union during the term of this agreement for all employees of the City included in the "Police Unit" as listed in Appendix "A" of this agreement.

ARTICLE II

Union-Management Relations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the Union and the governing body of the City.

ARTICLE III

Management Rights

Except as specifically modified in this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority, and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act--Public Employer Rights.

ARTICLE IV

Union Representation

Section A - Bargaining Committee

The Union may appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the City representatives. The Committee shall not exceed three (3) in number with up to one (1) designated alternate.

Section B - Stewards

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of steward. Said steward may receive, investigate, and process complaints or grievances of employees.

Whenever a steward enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem.

Section C - Designation

The total number of stewards shall not exceed three (3) and shall be established by the Union to provide one steward per shift.

The names of the bargaining committee members and stewards shall be transmitted in writing to the Police Chief and the City Manager. Union representatives may not act in that capacity until the above notifications have been made. Accordingly, all changes in designated representatives must be reported promptly.

Members of the bargaining committee may, upon their written request, be permitted to use compensatory time (accumulated or borrowed) to attend regular meetings of Local Number 32. Such requests shall normally be approved unless the temporary loss of personnel would be a serious detriment to the effective operation of the Police Department.

ARTICLE V **Work Rules**

The City may establish additional departmental rules and regulations to govern the operation of the department. The Union may use the contractual grievance procedure to challenge the reasonableness thereof.

ARTICLE VI **Regularly Scheduled Hours of Work**

Each full-time employee will have regularly scheduled work shifts of 8 consecutive hours per day, for 5 consecutive days per week in 28 day work periods (per Fair Labor Standards Act), subject to temporary changes necessitated by personnel shortages due to sickness, vacation, holidays, training, any other absence, or other special circumstances. For officers those shifts will be as follows:

Shift Number 1	0400-1200 hours
Shift Number 2	1200-2000 hours
Shift Number 3	2000-0400 hours

Dispatchers will be assigned to shifts as follows:

Shift Number 1	1600-2400 hours
Shift Number 2	0800-1600 hours
Shift Number 3	0000-0800 hours

The City will establish positions so as to provide adequate police protection to the community.

Scheduling of additional work beyond the regular shift for each employee will be done at least 14 days in advance where that is foreseeable. This will be done in order to allow the employees an opportunity to adjust their personal schedules.

ARTICLE VII

Overtime

Section A - Definition

Overtime is all time properly authorized in excess of 40 hours per week.

Section B - Procedure

All compensable overtime must be performed at the discretion of the Chief or authorized after the fact by the Chief or his authorized representatives. Overtime will not be authorized unless the proper documentation and justifications are made. In addition, the overtime request form must be completed and turned in within the next two working shifts of the completion of the overtime being requested. Overtime credit may be accrued for no other reason.

The times when compensatory time off may be taken shall be at the discretion of the Police Chief, although the employee's desires shall be given consideration. When compensatory time off is ordered by the Police Chief or requested by the employee and granted by the Chief, reasonable advance notice shall normally be provided.

Section C - Compensation

Employees shall be compensated by cash payment or by compensatory time off for work performed as follows:

- 1) 1 1/2 x regular rate for hours worked outside normal scheduled hours.
- 2) 2 x regular rate for hours worked outside normal scheduled hours on Sundays and holidays; an additional holiday shall also be taken.
- 3) 1 1/2 x regular rate for all hours worked on holidays; an additional holiday shall also be taken.

- 4) 2 x regular rate for hours worked on Sunday by non-scheduled employees.
- 5) 2 x regular rate for hours worked by scheduled employees required to work the second day of their scheduled 2 days off.

ARTICLE VIII

Disciplinary Action and Demotion

All matters pertaining to demotion, discharge, and discipline shall be handled pursuant to Chapter 400 Code of Iowa. Civil Service procedures shall be recognized as a police officer's sole remedy; dispatchers per city personnel manual.

ARTICLE IX

Grievance Procedure

Section A

A grievance may be filed by any employee or the Union.

Section B

An employee will elect to use this grievance procedure or to file a Civil Service appeal as provided under Chapter 400 of the Iowa Code, except as otherwise provided by law, for the resolution and determination of grievances. Such action shall constitute an election by said employee to proceed under the elected process and shall be a waiver of any remedy available under the other procedure.

Section C

1. Any grievance shall first be presented in writing to the Chief of Police within ten calendar days of the first occurrence giving rise to the grievance. The Chief shall resolve the grievance within seven calendar days from the filing of it.
2. If the Chief has not resolved the grievance in a timely manner, or if the Chief's decision is unacceptable to the grievant, the grievance may be appealed in writing to the City Manager. Appeal from an unfavorable decision must be presented within ten calendar days of that decision. The City Manager shall then consult with the Chief and the grievant. The City Manager shall notify the grievant of his/her decision within seven working days of the filing of the appeal.
3. If the employee does not agree with the decision of the City Manager, the employee may, within seven working days of the receipt of the decision, submit a written request to the City Manager for arbitration. If the City Manager does not file a decision within seven working days, the employee may request arbitration within seven calendar days of the expiration of the time limitation for the

City Manager to provide a written decision. If the union and the City Manager do not agree to an arbitrator within ten working days after the receipt of the request for arbitration, the City Manager shall request the Public Employee Relations Board to appoint an arbitrator. The letter to PERB will request that a panel of five possible arbitrators be sent to both the City and the grievant. Upon receipt of the panel, the City Manager and the grievant or his/her/its representative shall meet within ten calendar days to strike four names from the panel in order to arrive at the arbitrator for the case. The process of striking shall begin with a coin flip to determine the order of striking. The details of the coin flip procedure will be agreed to by the parties at the time of the flip. After selection of the arbitrator, the parties will notify PERB and contact the arbitrator to make appropriate arrangements to resolve the grievance. The decision of the arbitrator, will be final and binding on the parties. All costs incurred as a result of the appointment of the arbitrator shall be divided equally between the City and the Union or (employee if he/she proceeds without Union representation).

The Chief of Police and the City Manager shall keep files concerning all grievances. Those files will not be used to evaluate personnel for promotion or wages, but are always available for examination by the affected employee, his/her representative, and the Union.

5. Employees are entitled to union representation at all steps of the grievance procedure.
6. Union stewards; shall be allotted time off to investigate grievances.

All time limitations provided in this Section may be extended by mutual agreement between the City Manager and the grievant.

ARTICLE X **Evaluation Procedure**

Section A

All personnel within the bargaining unit shall be formally evaluated at least once annually. The results of this evaluation shall be discussed between the Chief of Police and the employee.

Section B

Each employee shall be provided with a copy of the formal evaluation and shall sign the evaluation form to acknowledge that the employee has been provided a copy of the evaluation. This signature by the employee does not constitute an agreement in any respect with the results of the evaluation but is merely to acknowledge that a copy of the evaluation has been provided. Each employee is entitled to respond to his/her evaluation by providing a written statement which will be placed in his/her personnel file after the evaluation is completed.

ARTICLE XI

Holidays

The following nine holidays plus one personal day selected by the employee shall be considered paid holidays. A shift is deemed to be on a holiday if the shift begins on a holiday.

1. January 1 (New Year's Day).
2. Last Monday of May (Memorial Day).
3. July 4 (Independence Day).
4. First Monday of September (Labor Day).
5. November 11 (Veterans Day).
6. Fourth Thursday of November (Thanksgiving Day).
7. Friday after Thanksgiving Day.
8. One half day on Christmas Eve Day and one half day on New Year's Eve Day.
9. Christmas Day.

ARTICLE XII

Leaves

Section A - Military Service

The City shall grant leave without pay to employees for the purpose of service in the Armed Forces, or for the purpose of undergoing training duty in the Armed Forces; provided that such leave shall be without pay during the first thirty (30) days of such leave of absence during each year. Any such leaves shall be reported to the Chief of Police. All applicable Federal and State laws will be followed pertaining to such leave.

Section B - Jury Duty

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office less any amount included for travel allowance or expense reimbursement. Any employee on a jury panel shall

return to work for the balance of the day when excused for the day by the court.

Section C - Leaves of Absence

(1) Emergency Leave

- (a) In case of death in the "immediate family", an employee shall be granted a leave of absence with pay up to seven-(7) calendar days at the employee's election. "Immediate family" is defined as spouse, child, parent, brother, sister, grandchild spouse's parent, or any other close relatives living under the same roof.
- (b) In case of death in the "family", a employee shall be granted a leave of absence with pay for up to (4) calendar days at the employee's election. "Family" is defined as son- in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, or any other relative living in the same household.
- (c) If the situation warrants an extension, the Police Chief may grant up to three (3) additional calendar days. A written explanation of any such extension must be filed with the City Manager.

(2) Leaves of Absence without Pay

The Police Chief, with the approval of the City Manager, may grant leaves of absence without pay. A single leave of absence may not be for more than twelve (12) months.

Section D - Absence Without Leave

If any employee shall, without proper authorization, be absent from duty, whether for part or all of a working day or for a longer period, such absence may be grounds for disciplinary action. Absence without leave for a period of two (2) duty shifts shall be considered voluntary termination.

ARTICLE XIII **Vacation**

Section A - Eligibility

All full-time employees who have completed twelve (12) months of continuous service shall be eligible for vacation leave upon accrual.

Section B - Accrual

1. Vacation leave shall accrue as follows:

1-7 completed years of service - 10 days
8 -15 completed years of service - 15 days
16+ completed years of service - 20 days

2. Vacation which will accrue during the calendar year may be taken any time during the year.

Section C - Administration

Vacation leave shall be administered as follows:

1. Vacation leave shall be scheduled with and approved by the Chief of Police. The Chief may set limits on the number of employees on vacation at any one time and may limit the numbers from any one rank or shift on vacation at any one time. The Chief shall give due consideration to employee requests for vacation leave. In the event of conflicting requests, seniority shall prevail as long as at least 30 days advance request has been made.
2. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) day.
3. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
4. Vacation should be taken within a twelve (12) month period after the completion of the year in which it is earned. If an employee has not taken all the vacation, a maximum of five (5) days can be carried over and used in addition to the new years vacation leave. In special circumstances the City Manager may allow the employee to carry over more than five (5) days but in no case more than ten (10) days.
5. Accrued but unused vacation will be paid upon termination.
6. Vacation pay for an employee shall be based on his/her compensation for the normal work schedule.

ARTICLE XIV
Sick Leave

Section A - Eligibility

All full-time employees shall be eligible for paid sick leave.

Section B - Accrual

1. Sick leave shall accrue at one (1) day per month up to **150** days.
2. Employees shall continue to accrue sick leave while on any other compensated (paid) leave.

Section C - Usage

Sick leave shall be granted under the following circumstances:

For physical incapacity, except any incapacity incurred in the line of duty, or incurred at outside employment with another employer.

2. Personal illness, including medical, dental, or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. In the event of a non-serious illness in the immediate family, a total of five days of sick leave may be used in a calendar year. The employee must use all vacation leave before the balance of sick leave may be used again. In the event of a serious illness in the immediate family – refer to the Family and Medical Leave Act (FMLA) policy.
5. In the event of the birth or adoption of a child – refer to the FMLA policy.

Section D - Administration

Requests for sick leave shall normally be made to the Chief of Police, or to the Captain or officer in charge of the shift, prior to the shift which the employee is scheduled to work.

Section E - Separation Credit

Any employee upon severance of employment after ten years shall receive 25% cash payment for accumulated sick leave up to 30 days.

Article XV
Safety

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment not inconsistent with public safety. The City shall pay for each employee who so requests to be inoculated for Hepatitis B.

ARTICLE XVI
Training

The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon recommendation of the Chief, and approval of the City Manager, an employee may be sent to outside instruction courses as a means of upgrading his/her capabilities as a city employee. Any employee sent to such training shall suffer no loss of salary during days on which they are assigned outside Webster City. They shall not be compensated for travel time outside of normal scheduled work hours and, in the event that they are scheduled for specific training in excess of 8 hours during a calendar day, the total training time will be considered as time worked.

During training for a new officer to become certified by the Iowa Law Enforcement Academy the officer will be compensated for a normal 40 hour week.

ARTICLE XVII
Payroll Deductions

Any employee may authorize deductions from his/her pay for the following purposes:

1. Credit Union
2. Savings Bond
3. United Campaign Fund
4. Union Dues
5. Special Assessments
6. Any other item which may be mutually agreed to.

ARTICLE XVIII

Dues Check-off

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct dues and assessments levied in accordance with the Constitution and By-Laws of the Iowa State Policemen's Association, Local Number 32 from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the City by the Secretary- Treasurer of the Union on the appropriate forms, signed by the employee; and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

ARTICLE XIX

Seniority

Seniority shall be as defined in Section 400.12 Code of Iowa.

When there is no officer of higher rank than senior Patrolmen working a particular shift or other period of time, the determination of which is the Senior Patrolman in Charge of Shift will be made on the basis of qualifications. When these qualifications are reasonable equal between two or more employees, then seniority shall prevail.

ARTICLE XX

Use of Bulletin Boards

One-half (1/2) of the Police squad room bulletin board shall be for the use of the Union to post official Union business.

ARTICLE XXI

Transfer Privileges

Transfer requests must be in writing and directed to the Chief of Police. Transfer requests will normally be considered at such time as a vacancy occurs with the exception of transfers resulting from disciplinary action as determined by the Chief. All transfers shall be based on qualifications. When these qualifications are reasonable equal between two or more employees, then seniority shall prevail.

ARTICLE XXII

Uniform and Clothing Provision

Section A - Clothing & Personal Equipment

Upon hire, the City shall issue the following articles of uniform and/or equipment:

Equipment/Gear

Bulletproof Vest
Collar Brass
Ticket Book Holder
Briefcase
Handcuffs (2 sets)
Flashlight
Name Plate
Approved Weapons
Gear Belt (including holsters and holders for required gear)
Shirt Badge
WCPD Identification Card
Wallet Badge and Badge Wallet

Uniform

Garrison Hat, Ball Cap and Stocking Hat
Three Summer Shirts (short sleeve)
Three pairs of Trousers
Raincoat
Winter Coat
Spring/Fall Coat
Winter Gloves
Ties
Tie Clip or Clasp
Two Dickey's
One Turtleneck Shirt
One pair of Boots or Shoes
Three Winter Shirts (long sleeve)
Polo Shirts – Shirts issued by request and maximum initial issue will be two (2) shirts.

Following initial issue, the City shall replace any damaged or worn uniforms or equipment as determined necessary by the Chief of Police or designee.

Section B - Cleaning Allowance

Each officer shall receive a cleaning allowance of forty (40) cents per working day to be paid quarterly along with the clothing & equipment replacement.

Section C - Personal Property

Personal property required to be carried on duty shall be replaced in the event of damage resulting from performance of duty. Personal property so damaged, shall be replaced with an identical item when possible, but not to exceed \$100.00. Glasses, contacts, or any other medically prescribed device shall be replaced at the cost of an identical replacement.

Section D - Dispatcher Clothing

Effective 7-1-05 Dispatchers will be allowed to wear personal clothing as outlined in the clothing policy. As of 7-1-05 Dispatchers will be allowed to continue to wear city purchased apparel as long as it is in acceptable condition, when it appears worn, it should be destroyed. Dispatchers may continue to purchase replacement shirts after 7-1-05 at their own expense.

ARTICLE XXIII
Reduction in Force

Reduction in force of police officers shall be pursuant to Section 400.28 Code of Iowa.

ARTICLE XXIV
Wages

Section A - Compensation

Wages for the period of this contract shall be as set forth in Appendix B.

Section B - Recall Pay

When an employee, after completing a regular shift and leaving work, is recalled to work he/she shall receive a minimum of two (2) hours pay at the employee's overtime rate.

Section C - Shift Differential Pay

Shift differential pay shall be added to regular pay rates according to the following schedules.

Shift Number 1--15 cents per hour

Shift Number 2--none

Shift Number 3--25 cents per hour

Any employee assigned to a shift on any working day will receive the shift differential pay applicable to that shift. Employees temporarily transferred to a shift receiving a lower or no shift differential pay will not receive the shift differential pay from their normal shift. Shift differential pay will be added to all overtime hours worked at the above scheduled rates.

Section D - Senior Patrolmen in Charge of Shift

When a senior patrolman is placed in charge of a shift, the pay rate for that officer shall be increased 75 cents per hour for the number of hours the officer is in charge of the shift.

ARTICLE XXV

Savings Clause

If any article or section of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. In the event of a conflict between this Agreement and provisions of Chapter 400 or 411 of the Code of Iowa, the latter shall prevail for police officers only.

ARTICLE XXVI

Duration of Agreement

This agreement shall be in effect for a period of three (3) years beginning July 1, 2005 and ending June 30, 2008.

ARTICLE XXVII

Appendices

The following appendices are incorporated and made a part of this agreement:

Appendix A	Police Bargaining Unit
Appendix B	Salary Schedule
Appendix C	Definitions

ARTICLE XXVIII

Longevity Pay

Section A - Continuous Service

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

- (1) Is on military leave of absence and returns to City employment in accordance with Federal and State Law.
- (2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a one-year period by employees suspended or on leave without pay for over sixty (60) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section B - Amount of Payment

Longevity pay shall be awarded at the monthly rate of \$4.00 per month for each year of service, with the last year of accrual being twenty-two (22) years. Eligible employees shall become eligible for longevity pay on the anniversary date of their employment.

Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular pay checks.

Section C - Limitations

An employee who is suspended, on leave of absence without pay or otherwise off the payroll for any period of sixty (60) consecutive calendar days or more shall receive no longevity for such period.

ARTICLE XXIX

Insurance

The following insurance coverage shall be provided to full-time employees, within the rules and regulation of the insurer.

Section A - Life

The City agrees to provide straight term life insurance coverage of twenty thousand dollars (\$20,000) to each employee. This term life policy does not include a conversion plan for health coverage upon retirement.

Section B - Health and Medical

The City will provide medical insurance for permanent full-time employees. The City will pay up to one-half (1/2) of the cost of insurance coverage for the employee's dependents for those not participating in the City's flexible benefit plan.

Section C - Flexible Benefit Plan

Employees may elect to participate in the flexible benefit plan and receive the benefit amounts as established by City Council resolution. Once an employee has made the election to participate in the flexible benefit program, they will be prohibited from revoking the election and receiving the Health and Medical benefit as stated in Section B.

Any new hire after July 1, 1995 shall be eligible only to participate in the Flexible Benefit Plan, they will be unable to receive health insurance as stated in Section B.

APPENDIX A

The Police Bargaining Unit, as certified by the Public Employment Relations Board, includes each employee of the Police Department assigned to the following classifications:

**Sergeant
Senior Patrolman
Patrolman
Dispatcher**

APPENDIX B

July 1, 2005 – December 31, 2005 - 2% across – the – board

Dispatchers to receive an additional \$.25 one time increase to their base pay on July 1, 2005

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	14.97 2594.80	15.40 2669.33	15.94 2762.93		
Sr. Police Officer	16.79 2910.27	17.33 3003.87	17.85 3094.00	18.38 3185.87	18.93 3281.20
Sergeant			19.38 3359.20	19.98 3463.20	20.58 3567.20
Dispatcher	11.42 1979.47	12.11 2099.07	12.79 2216.93	13.44 2329.60	14.15 2452.67

January 1, 2006 – June 30, 2006 – 2% across – the – board

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	15.27 2646.80	15.71 2723.07	16.26 2818.40		
Sr. Police Officer	17.13 2969.20	17.68 3064.53	18.21 3156.40	18.75 3250.00	19.31 3347.07
Sergeant			19.77 3426.80	20.38 3532.53	20.99 3638.27
Dispatcher	11.65 2019.33	12.35 2140.67	13.05 2262.00	13.71 2376.40	14.43 2501.20

July 1, 2006 – June 30, 2007 – 3% across – the – board

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	15.73 2726.53	16.18 2804.53	16.75 2903.33		
Sr. Police Officer	17.64 3057.60	18.21 3156.40	18.76 3251.73	19.31 3347.07	19.89 3447.60
Sergeant			20.36 3529.07	20.99 3638.27	21.62 3747.47
Dispatcher	12.00 2080.00	12.72 2204.80	13.44 2329.60	14.12 2447.47	14.86 2575.73

APPENDIX B, cont.

July 1, 2007 – June 30, 2008 – 3% across – the - board

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	16.20 2808.00	16.67 2889.47	17.25 2990.00		
Sr. Police Officer	18.17 3149.47	18.76 3251.73	19.32 3348.80	19.89 3447.60	20.49 3551.60
Sergeant			20.97 3634.80	21.62 3747.47	22.27 3860.13
Dispatcher	12.36 2142.40	13.10 2270.67	13.84 2398.93	14.54 2520.27	15.31 2653.73

1. Steps:

- A) After an officer becomes certified by the Iowa Law Enforcement Academy he/she will be placed at Step 1 Senior Patrolman. Dispatchers hired as NCIC Certified, EMD Certified will be allowed to bring with them their years of service as a certified dispatcher in another department for the purposes of advancing through the step criteria. Police Officers who are hired with previous ILEA certification and training are qualified to be immediately adjusted to the step pay commensurate with their years of previous service and training.
2. B) All Senior patrolman, sergeant and dispatcher steps shall be awarded at the discretion of the Chief of Police with the approval of the City Manager pursuant to criteria developed by the department (including the chief and members) and the City Manager. Criteria may be reviewed at the request of the union or the Chief of Police. Specific change to be made in criteria language prior to July 1, 2000 shall be made in the language regarding overall rating of the employee's performance. Language shall be agreed upon to reflect that the overall employee's performance must "MEET EXPECTATIONS" for a minimum of two consecutive years.

APPENDIX C

The following words and/or phrases used in this Agreement are defined as follows:

Demotion: The movement of an employee to either a class having a lower pay grade or to a lower step in his existing pay grade.

Employee: A person legally holding a position in the City service.

Employee Relations Director: Individual appointed yearly by the City Manager to handle various personnel procedures, also called Personnel Director.

Grievance: A dispute between the City and the union or any employee covered by this agreement as to the interpretation, application or violation of any of the terms and provisions of this agreement.

Officer: Sergeant, Senior Patrolman, and Patrolman.

Full-time Position: A group of duties and responsibilities requiring the full-time employment of one person for forty or more hours per week on a regular schedule throughout the year, except that the appointing authority may appoint employees to positions specifically designated as 2000 or 2400 hour-per-year positions, which positions shall be considered full-time positions.

Promotion: Any movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Termination: A complete separation from City employment resulting from discharge, resignation, retirement, or death.

Transfer: The movement of an employee from one department or shift to another within the same class.